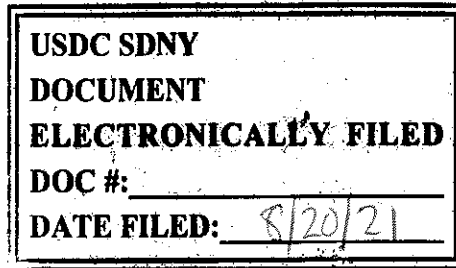


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*Moose Creative Pty Ltd.,*  
*Moose Enterprise Pty Ltd, and*  
*Moose Creative Management Pty Ltd.*



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOOSE TOYS PTY LTD, MOOSE CREATIVE PTY LTD, MOOSE ENTERPRISE PTY LTD, and MOOSE CREATIVE MANAGEMENT PTY LTD,

*Plaintiffs*

v.

ADSAD23, BLUESSHAPE, CHENGCHENG2022, CHIOE, DIANESZ, DIY SELF-CREATE, EWREER, FSDFVJHJUGVH, GFDGFDGDFGFD, HJHJTG, HRJFHJGFJDYJ, IIIUHH, JIN MA LOGISTICS CO., LTD., LIJIE2020, LULUNA, MAGIC HOUSE STORE, MAMAJI, NGFHD, PEIPEILI, RGJFYKK, SDFGFFG, SEXY NO.1, SHANGYIXIANJIN, SRIMAL, THENEWFAMILYAPPLIANCESTORE, YU MING QI SHOP, YUECAIGUANG STORE, ZHANGLILI2020 and ZHANGYU789,

*Defendants*

CIVIL ACTION No.  
21-cv-2368 (LAK)

**PROPOSED**  
**FINAL DEFAULT JUDGMENT  
AND PERMANENT  
INJUNCTION ORDER**

**GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>	<b><u>Docket Entry Number</u></b>
<b>Plaintiffs or Moose</b>	Moose Toys Pty Ltd, Moose Creative Pty Ltd, Moose Enterprise Pty Ltd and Moose Creative Management Pty Ltd	N/A
<b>Defendants</b>	adsad23, bluesshape, chengcheng2022, CHioe, Dianesz, DIY Self-Create, ewreer, fsdfvjhjugvh, gfdgfdgdfgd, hjhjtj, hrjfhjgfdyj, iiiuuhh, Jin Ma Logistics Co., LTD., lijie2020, luluna, Magic House Store, MAMAJI, NGFHD, peipeili, rgjfjykk, sdfgffg, Sexy No.1, shangyixianjin, srmal, Thenewfamilyappliancestore, Yu ming qi shop, yuecaiguang store, zhanglili2020 and zhangyu789	N/A
<b>Defaulting Defendants</b>	adsad23, bluesshape, chengcheng2022, CHioe, DIY Self-Create, ewreer, fsdfvjhjugvh, gfdgfdgdfgd, hjhjtj, hrjfhjgfdyj, iiiuuhh, Jin Ma Logistics Co., LTD., lijie2020, luluna, MAMAJI, NGFHD, peipeili, rgjfjykk, sdfgffg, Sexy No.1, shangyixianjin, srmal, Thenewfamilyappliancestore, Yu ming qi shop, yuecaiguang store, zhanglili2020 and zhangyu789	N/A
<b>Wish</b>	Wish.com, a San Francisco, California-based, online marketplace and e-commerce platform owned by ContextLogic, Inc., a Delaware corporation ("ContextLogic"), that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York	N/A
<b>Sealing Order</b>	Order to Seal File entered on March 18, 2021	<u>Dkt. 1</u>
<b>Complaint</b>	Plaintiffs' Complaint filed on March 18, 2021	<u>Dkt. 6</u>
<b>Application</b>	Plaintiffs' <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery	Dkts. 10-13
<b>Groves Dec.</b>	Declaration of Michelle Groves in Support of Plaintiffs' Application	<u>Dkt. 11</u>
<b>Drangel Dec.</b>	Declaration of Jason M. Drangel in Support of Plaintiffs' Application	<u>Dkt. 12</u>

<b>Moose Product(s)</b>	Innovative children's lifestyle products	N/A
<b>Moose Brand(s)</b>	Well-known brands, including Shopkins, Pikmi Pops, The Trash Pack, Glitzi Globes, Little Live Pets, The Ugglys, Chocolate Bar Maker, Beados and The Zelfs, among others	N/A
<b>Goo Jit Zu Marks</b>	U.S. Trademark Registration Nos.: 6,026,606 for "HEROES OF GOO JIT ZU" for a variety of goods in Classes 16 and 28 and 6,021,573 for "GOO JIT ZU" for a variety of goods in Classes 16 and 28	N/A
<b>Goo Jit Zu Work</b>	U.S. Copyright Reg. No. VA 2-186-160, covering the Heroes of Goo Jit Zu Series 1, Wave 1 Collector's Guide	N/A
<b>Goo Jit Zu Products</b>	A collection of action figures that, when stretched and squished, have a unique slime-like goo filling and mesmerizing texture	N/A
<b>TRO</b>	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery	N/A
<b>PI Order</b>	July 1, 2021 Preliminary Injunction Order	<u>Dkt. 22</u>
<b>User Account(s)</b>	Any and all websites and any and all accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Counterfeit Products</b>	Products bearing or used in connection with the Goo Jit Zu Marks and/or Goo Jit Zu Work, and/or products in packaging and/or containing labels bearing the Goo Jit Zu Marks and and/or Goo Jit Zu Work, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Goo Jit Zu	N/A

	Marks and/or Goo Jit Zu Work and/or products that are identical or confusingly or substantially similar to the Goo Jit Zu Products	
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
<b>Defendants' Frozen Accounts</b>	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
<b>Defendants' Frozen Assets</b>	Defendants' Assets from Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by ContextLogic, such as Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
<b>Plaintiffs' Motion for Default Judgment</b>	Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on July 29, 2021	TBD
<b>Futterman Aff.</b>	Affidavit by Danielle (Yamali) Futterman in Support of Plaintiffs' Motion for Default Judgment	TBD

<b>Wish Discovery</b>	The supplemental report identifying Defendants' Infringing Product Id, Merchant Id, Merchant Real Person Name, Email Address, Physical Address, Product Lifetime Units Sold and Product Lifetime GMV, provided by counsel for ContextLogic to Plaintiffs' counsel pursuant to the expedited discovery ordered in both the TRO and PI Order	N/A
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This matter comes before the Court by motion filed by Plaintiffs for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, copyright infringement, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiffs' Goo Jit Zu Marks and/or Goo Jit Zu Work without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.<sup>1</sup>

The Court, having considered the Memorandum of Law and Affidavit of Danielle (Yamali) Futterman in support of Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**I. Defaulting Defendants' Liability**

- 1) Judgment is granted in favor of Plaintiffs on all claims properly pled against Defaulting Defendants in the Complaint;

**II. Damages Awards**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiffs have sufficiently set forth the basis for the statutory damages award requested in their Motion for Default Judgment, the Court finds such an award

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

to be reasonable and Plaintiffs are awarded statutory damages against each of the Default Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act as follows (“Defaulting Defendants’ Individual Damages Award”), plus post-judgment interest:

<b>DEFAULTING DEFENDANT</b>	<b>REQUESTED STATUTORY DAMAGES</b>
adsad23	\$25,000.00
bluesshape	\$25,000.00
chengcheng2022	\$25,000.00
CHioe	\$25,000.00
DIY Self-Create	\$25,000.00
ewreer	\$25,000.00
fsdfvjhjujgvh	\$100,000.00
gfdgfdgdfgfd	\$200,000.00
hjhjtg	\$25,000.00
hrjfhjgfdyj	\$25,000.00
iiuuhh	\$25,000.00
Jin Ma Logistics Co., LTD.	\$50,000.00
lijie2020	\$25,000.00
luluna	\$50,000.00
MAMAJI	\$25,000.00
NGFHD	\$25,000.00
peipeili	\$25,000.00
rgjfjykk	\$75,000.00
sdfgffg	\$25,000.00
Sexy No.1	\$25,000.00
shangyixianjin	\$25,000.00
srimal	\$25,000.00
Thenewfamilyappliancestore	\$25,000.00

Yu ming qi shop	\$25,000.00
yuecaiguang store	\$75,000.00
zhanglili2020	\$25,000.00
zhangyu789	\$25,000.00

### III. Permanent Injunction

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, and all persons acting in concert with ~~or under the direction of~~ Defaulting Defendants ~~(regardless of whether located in the United States or abroad)~~, who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products ~~or any other products bearing the Goo Jit Zu Marks and/or Goo Jit Zu Work and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the Goo Jit Zu Marks and/or Goo Jit Zu Work;~~
- B. directly or indirectly infringing in any manner Plaintiffs' Goo Jit Zu Marks and/or Goo Jit Zu Work;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' Goo Jit Zu Marks and/or Goo Jit Zu Work to identify any goods or services not authorized by Plaintiffs;
- D. using Plaintiffs' Goo Jit Zu Marks and/or Goo Jit Zu Work, or any other marks and/or artwork that are confusingly or substantially similar to the Goo Jit Zu Marks and/or Goo Jit Zu Work on or in connection with the manufacturing, importing, exporting,



advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

E. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:

i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;

ii. Defaulting Defendants' Assets; and

iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and

F. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, <sup>device</sup> ~~User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products~~ for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe ~~any of~~ Plaintiffs' ~~trademarks, copyrights or other rights including, without limitation, the~~ Goo Jit Zu Marks and/or Goo Jit Zu Work, or bear any marks and/or artwork that are confusingly or substantially similar to the Goo Jit Zu Marks and/or Goo Jit Zu Work pursuant to 15 U.S.C. § 1118;

~~(3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service~~

~~Providers and Financial Institutions are permanently enjoined and restrained from:~~

~~A. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Assets from or to Defaulting Defendants' Financial Accounts; and~~

~~B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(C)(1) above.~~

**IV. Dissolution of Rule 62(a) Stay**

1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiffs' judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

**V. Miscellaneous Relief**

~~1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiffs' counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;~~

2) Any failure by Defaulting Defendants to comply with the terms of this Order <sup>may</sup> ~~shall~~ be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, ~~including fines and seizure of property;~~

- 3) The Court releases the Ten Thousand U.S. Dollar (\$10,000.00) security bond that Plaintiffs submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42<sup>nd</sup> Street, Suite 2520, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

**SO ORDERED.**

SIGNED this 20<sup>th</sup> day of August, 2021, at 8:00am.

  
HON. LEWIS A. KAPLAN  
UNITED STATES DISTRICT JUDGE